

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

IN RE: AUTOMOTIVE PARTS ANTITRUST LITIGATION	Master File No. 12-md-02311
IN RE: SWITCHES CASES	Hon. Marianne O. Battani
THIS RELATES TO: ALL DIRECT PURCHASER ACTIONS	2:13-cv-01301-MOB-MKM 2:17-cv-12338-MOB-MKM

**DIRECT PURCHASER PLAINTIFF’S
EX PARTE MOTION FOR LEAVE TO FILE A BRIEF NOT TO EXCEED 25 PAGES IN
SUPPORT OF THEIR MOTION FOR PRELIMINARY APPROVAL OF PROPOSED
SETTLEMENT WITH NIDEC MOBILITY CORPORATION
AND FOR PROVISIONAL CERTIFICATION OF THE
DIRECT PURCHASER NMOJ SETTLEMENT CLASS**

Pursuant to E.D. Mich. LR 7.1(d)(3), Direct Purchaser Plaintiff (“Plaintiff”), through undersigned counsel, respectfully requests that the Court grant leave to file a Brief of up to 25 pages (using 12-point font) in support of their Motion for Preliminary Approval of Proposed Settlement with Nidec Mobility Corporation (formerly known as Omron Automotive Electronics Co., Ltd.) and for Provisional Certification of the Direct Purchaser NMOJ Settlement Class (the “Brief”).

Plaintiff has attempted to limit the length of the Brief without sacrificing clarity and/or its ability to address the factual and legal issues supporting its Motion. However, due to the number of factual and legal issues needing to be addressed, Plaintiff has been unable to limit the Brief to 20 pages.

Courts frequently permit parties to exceed page limitations where doing so does not prejudice the opposing party. *See Ashland v. Winward Petroleum, Inc.*, Civil Action No. 04-554-

JBC, 2006 U.S. Dist. LEXIS 49709, at *12 (E.D. Mich. July 11, 2006). Indeed, this Court has noted that it has repeatedly excused the page limit requirements throughout the course of this multidistrict litigation. (2:12-cv-00101-MOB-MKM, Doc No. 435). Permitting Plaintiff to exceed the page limitation would cause no prejudice to Defendants. Therefore, Plaintiff respectfully requests that the Court enter an Order allowing Plaintiff to file a Brief not to exceed 25 pages, excluding signatures.

DATED: May 15, 2020

Respectfully submitted,

/s/David H. Fink

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CERTIFICATE OF SERVICE

I hereby certify that on May 15, 2020 I electronically filed the foregoing paper with the Clerk of the court using the ECF system, which will send notification of such filing to all counsel of record registered for electronic filing.

/s/ Nathan J. Fink

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